

Two Contracts for:

- Interim Treasurer
- Two Mgr
- Two Treasurer



KEYSTONE
Municipal Solutions

Practical Solutions Achieved

100 Pine Street • Harrisburg, PA 17101

Interim Treasurer Services

For:

Interim Township Treasurer

Submitted to:

West Vincent Township
Attn: Dana Alan, Chair
729 St. Matthews Road
Chester Springs, PA 19425

Date:

October 18, 2024

ENGAGEMENT AGREEMENT FOR INTERIM TREASURER SERVICES

This ENGAGEMENT AGREEMENT (the "Agreement") is made and entered into as of October 28, 2024 (the "Effective Date"), between KEYSTONE MUNICIPAL SOLUTIONS LLC ("KMS") and WEST VINCENT TOWNSHIP, Chester County (the "Municipality") for interim treasurer services.

This Agreement sets forth the scope and terms of our engagement as well as our expectations regarding billing, payment, cooperation, communication, and post-engagement obligations during and after the engagement. These terms will also apply to additional services that we may agree to provide beyond those described in this Agreement.

Our Team

KMS was founded in 2020, made up of a team of professionals with deep and broad municipal experience. The KMS team has decades of experience leading townships, boroughs, cities, authorities, and counties in handling the varied and complex matters that public entities face. With partners in all areas of the Commonwealth, and with diverse experiences, our deep bench allows our team to help with a range of issues. KMS has expertise assessing current personnel needs, helping to fill a vacancy, and even running day-to-day municipal operations on an interim basis. We can also help manage special projects that may be beyond the capacity or bandwidth of your staff, while also helping to train your current management team. Our team members have decades of experience helping municipalities manage staffing challenges and successfully recruit qualified candidates.

Interim Management Services

As you know, our firm offers interim management services. Providing local governments with skilled and experienced personnel to help during a transition is a cornerstone KMS service. Leadership vacancies can leave gaping holes in operations, leadership, and planning.

With decades of experience, our team understands the complexities of the internal operations and external pressures that make local government unique.

KMS will provide a fully insured, experienced individual to serve as the Interim Treasurer. Specific services to be provided are outlined on Appendix A. Any requested service that is not listed on Appendix A is subject to review and approval prior to engaging in the work. Any attestation work, including audits, reviews, and agreed-upon procedures engagements will not be included or provided.

The work will begin on October 28, 2024 and will continue month to month.

Our fee for the services outlined on Appendix A is \$140 per hour for twenty (20) to thirty (30) hours per week. Any requested and approved service that is not listed on Appendix A will be billed at a rate of \$200 per hour. Services would be billed on a monthly basis.

Miscellaneous

The Municipality and KMS shall, at all times, be independent parties. Neither party is an employee, joint venturer, franchisee, agent, or partner of the other. Additionally, neither party is authorized to assume or create any obligations or liabilities, express or implied, on behalf of or in the name of the other. Neither KMS nor any of its employees shall be entitled to participate in any plans, arrangements or distributions made or administered by the Municipality pertaining to or in connection with any employee benefits, including without limitation, health, dental, life or disability insurance, pension, 401(k), vacation, workers' compensation, unemployment compensation, or any other benefits that are afforded by the Municipality to the Municipality's employees.

The Municipality acknowledges that KMS, and its independent contractors and employees, may perform work or services for a fee for entities other than the Municipality during this engagement.

This Agreement can be terminated by either party with 5 days written notice. Upon termination of this Agreement, KMS shall have no further obligation under this Agreement. The Municipality's obligation will be to pay KMS any amount due for services rendered prior to the termination date (pro-rated) and to comply with the post-engagement obligations listed below. In the event of a termination, KMS shall provide the Municipality with a written summary of the status of any open items that KMS was working on, including an action plan for completion.

The Municipality recognizes the significant time and effort that KMS has invested in developing its services and its professional team. Accordingly, the Municipality shall not, directly or indirectly, engage, hire, employ, or permit any KMS employee or independent contractor to render services for, be employed by, represent or have any other affiliation with the Municipality for a period of three (3) years from the date of this Agreement without the written consent of KMS. Outside of this Agreement or any other formal engagement with KMS, no KMS employee or independent contractor shall directly or indirectly provide services to the Municipality for a period of three (3) years without the written consent of KMS. In the event that the Municipality engages, employs, receives services from or otherwise hires any KMS employee or independent contractor directly or indirectly, the Municipality shall pay to KMS an amount equivalent to 20% of the annual salary to be paid to such individual by the Municipality or three (3) times the amount paid pursuant to this Agreement, whichever is greater.

During and after this Agreement, neither party shall directly or indirectly engage in any activities or make any statements that may disparage or reflect negatively on the other or any of its elected or appointed officials, directors, officers, owners, managers, agents, or employees.

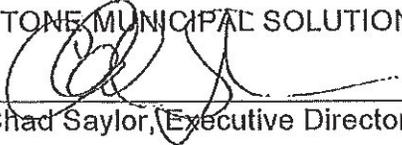
Notwithstanding that KMS is a subsidiary of the law firm of McNees Wallace & Nurick LLC ("McNees"), by engaging KMS, the Municipality understands and agrees that it is not entering into or establishing an attorney-client relationship with McNees and it is not a client of McNees. As such, and because the services KMS will be providing to the Municipality are not legal services, the protections of the attorney-client relationship under the Pennsylvania Rules of Professional Conduct or applicable Pennsylvania law including such aspects as the attorney-client privilege or the rules regarding conflicts of interest, do not apply with respect to the provision of KMS's services.

If any term, condition, or provision of this Agreement shall be found by any court of competent jurisdiction to be unenforceable, in whole or in part, the rest and remainder of this agreement shall be and remain enforceable to the fullest extent allowed by law as if such unenforceable provision had never been contained herein. This agreement shall be construed and interpreted in accordance with, and controlled by, the laws of the Commonwealth of Pennsylvania without regard to any conflict of law provisions. The parties agree that the exclusive jurisdiction and venue for resolution of any and

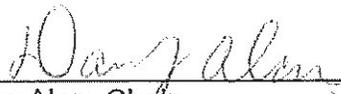
all disputes between the parties arising directly or indirectly hereunder shall lie in the Dauphin County Court of Common Pleas and/or the United States District Court for the Middle District of Pennsylvania.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties have duly executed this Agreement as of the date first written above.

KEYSTONE MUNICIPAL SOLUTIONS LLC

By: 
Chad Saylor, Executive Director

WEST VINCENT TOWNSHIP

By: 
Dana Alan, Chair

APPENDIX A

Scope of Services – Interim Treasurer Services

KMS will provide Interim Treasurer services for twenty (20) to thirty (30) hours per week, commencing on October 28, 2024. Standard services include:

- Bookkeeping
 - account reconciliation preparation
 - monthly recognition of transactions
- Cash Forecasting
- Accounting Software Assistance
 - analysis of accounting software
 - account structure analysis/development
 - monthly, quarterly and annual report preparation
 - software best practices and how to's
- Internal Controls
 - analysis of current internal controls for gaps in controls
 - process improvements for major transaction cycles and other business processes
- Fiscal Monitoring
 - assist with budget preparation
 - budget monitoring - comparison to actual

Additional services which are not included but can be requested include:

- Expense Analysis and Review
 - develop and review expense allocations
 - analyze administrative vs. programing costs
- Fund Development and Review
 - assist with finding available funds & funding streams
 - grant compliance review and support
 - technical assistance with reporting and tracking multiple funds and restrictions
- Board of Directors/Audit/Finance Committee Assistance
 - monthly reporting presentation
 - best practices of board and audit/finance committee



Some Recent KMS Clients

Lansdowne Borough, Delaware County
Manager Recruitment

Honesdale Borough, Wayne County
Interim Manager
Interim Public Works Director

Perry County
Strategic Management Planning

Upper Providence Township, Delaware County
Interim Manager
Manager Recruitment

Steelton Borough, Dauphin County
Interim Manager

East Cocalico Township, Lancaster County
Manager Recruitment

Monaghan Township, York County
Interim Secretary-Treasurer

Macungie Borough, Lehigh County
Interim Manager
Manager Recruitment

You have **challenges.** We have **solutions.**



About Us

Keystone Municipal Solutions (KMS) offers dynamic services customized to fit the needs of local and county governments. Our statewide roster of professionals includes former municipal managers and elected officials, as well as experienced consultants in municipal finance, workforce recruitment and training, public works, public safety and other essential government services.

Our team builds customized solutions to help local and county governments succeed so their communities can thrive. We go beyond budget spreadsheets. We work to understand your policies, procedures and structure to identify opportunities for improved efficiencies and enhanced public services.

At KMS, our mission is to help local governments work better and smarter for the people they serve.

LEARN WHAT WE CAN DO FOR YOU!

Call: 717-237-5285

Email: info@keystonemunicipalsolutions.com

LinkedIn: [linkedin.com/company/keystone-municipal-solutions](https://www.linkedin.com/company/keystone-municipal-solutions)

www.KeystoneMunicipalSolutions.com

Our Services

From recruitment and training to strategic planning services and beyond, KMS can help. Our areas of expertise include:

- Interim/Temporary Manager Services
- Recruitment & Talent Acquisition
- Manager Training & Professional Development
- HR & Workforce Solutions
- Internal Investigations
- Budget Consulting & Financial Projections
- Police Consulting
- Regionalization & Shared Services Consulting
- Innovation of Service Delivery
- Strategic Planning



KEYSTONE
Municipal Solutions

Practical Solutions Achieved



Leadership Recruitment Services

For:

West Vincent Township Manager

Submitted to:

West Vincent Township
Attn: Dave Onorato, Solicitor
729 St. Matthews Road
Chester Springs, PA 19245
donorato@hoflawgroup.com

Date:

August 14, 2024



Keystone Municipal Solutions **LEADERSHIP RECRUITMENT PROCESS**

1

GETTING STARTED

- **Create an Email Address and Shared Drive**
 - Efficiently collect candidate materials.
- **Review and Finalize Job Description**
 - Ensure alignment with organizational needs.
- **Analyze Compensation Package**
 - Evaluate competitiveness.
- **Finalize Job Posting**
 - Develop a detailed job posting.

2

GETTING THE WORD OUT

- **Municipal Website**
 - Local visibility.
- **KMS Website**
 - Advertise on the KMS website.
- **Third-Party Job Sites**
 - Broaden audience reach.
- **Social Media and Job Boards**
 - Search for candidates.
- **KMS Network**
 - Leverage KMS connections.

3

PRELIMINARY CANDIDATE SCREENING

- **Knowledge, Skills, and Abilities (KSA)**
 - Develop required and preferred KSAs.
- **Recruiting Tracking Sheet**
 - Monitor recruitment progress.
- **Collect Materials**
 - Gather resumes, applications, and letters of interest.

4

INTERVIEW CANDIDATES

- **Share Qualified Candidates**
 - Provide a Candidate Profile Report with pre-screened candidates.
- **Schedule Interviews**
 - Arrange interviews with selected candidates and officials.
- **Conduct Interviews**
 - Evaluate candidate suitability.
- **Second Round of Interviews**
 - Further assessment if needed.

ENGAGEMENT AGREEMENT FOR RECRUITMENT SERVICES

This ENGAGEMENT AGREEMENT (the "Agreement") is made and entered into as of this ___ date of August, 2024 (the "Effective Date"), between KEYSTONE MUNICIPAL SOLUTIONS LLC ("KMS") and WEST VINCENT TOWNSHIP, Chester County (the "Municipality") for recruitment services.

This Agreement sets forth the scope and terms of our engagement as well as our expectations regarding billing, payment, cooperation, communication, and post-engagement obligations during and after the engagement. These terms will also apply to additional services that we may agree to provide beyond those described in this Agreement.

Our Team

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Recruitment and Selection Services

A summary of the services to be provided in this engagement is set forth in Appendix A, Scope of Services. Lucas Martsolf, KMS's Deputy Director, Western Region will be the project manager for this engagement.

We will begin the recruitment process by collaborating with the Municipality to review the position's existing job description and/or develop an updated job description. As part of that process, we will also review the respective ordinance governing the position of Township Manager for which recruitment services are being provided. Next, our team will implement a targeted outreach strategy. The announcement will be shared on our website and on various other web-based job boards. Importantly, we will utilize our contacts at various municipal organizations to advertise the job posting and engage our vast network of municipal officials to announce the vacancy. Accessing our strong, Commonwealth-wide network of municipal officials and partners through "word of mouth" advertising is critical to a successful recruitment effort. In addition, we will also conduct appropriate job board and social media searches to identify candidates.

The search will seek to engage local candidates. Thus, the job announcement will be posted on the Municipality's website. Allowing for local participation is a critical part of the outreach strategy; however, the reach of the recruitment effort will be broad in order to identify a quality pool of candidates.

Next, KMS will collect and analyze the resumes and letters of interests received. Our team will be responsible for communicating with candidates during this stage of the recruitment process. In addition, our team will maintain a recruiting tracking sheet and provide regular status updates. A list of the most qualified and/or well qualified candidates will then be screened via a first round of telephone interviews by our team. We will also conduct a general online and social media search to screen candidates for potential issues. Based on the telephone interviews and general screening, we will create a short list of candidates for the Municipality to interview. KMS will assist with scheduling the next round of interviews and will

participate in the interview process with the Municipality, if desired. We will collaborate with the Municipality to generate interview questions for use by the Municipality's governing Board.

Background Investigation Services

Once a candidate is selected, KMS will assist the Municipality in conducting an appropriate background check. Service includes, but is not limited to criminal records checks, drivers check, review of credit check data, and review of court records at the magisterial district court, common pleas court, federal court, and federal bankruptcy court levels. Interviews with listed references (and if requested by the Municipality the development of other references), interviews with previous employers, review of applicable records and documents (military records, education verification, etc.) review of social media sources for adverse information, and review of open-source materials.

This will be done in compliance with the provisions of the FCRA with regard to background investigations for employment and we will consult with the Municipality's labor and employment counsel if/as needed to ensure adherence to applicable law.

The candidate will be required to provide waivers of liability and consent forms provided by KMS prior to commencement of services. The Municipality will be required to provide proof that a conditional offer of employment was made to applicant prior to the commencement of services.

KMS may, at its sole discretion, utilize the services of trusted business associates to carry out all or part of this assignment.

KMS always acts diligently in carrying out assignments in a timely manner. However, there are factors beyond our control which determine the length of time it takes to properly complete such an assignment. This includes reliance on government agencies, prior employers, listed references, and others for timely response to inquiries made and requests for records, documents, or interviews. In addition, as information is developed during the investigation it may require further, in-depth or detailed follow up which can extend the length of the process.

The Municipality agrees to provide access to the Municipality's Solicitor and/or Labor/Employment Attorney or other competent counsel as deemed necessary by KMS for legal advice regarding the services provided for the duration of the matter.

The Municipality agrees that all direction and instructions provided to KMS and/or its trusted business associates will be legal, lawful, and ethical. Nothing derived from the services KMS and/or its trusted business associates will be used for any purpose which would constitute harassment, stalking, identify theft, access device fraud, invasion of privacy, or any other criminal activity. The Municipality understands that KMS makes no promise explicit or implied as to the outcome of any matter for which services are provided and makes no recommendation on the suitability of the candidate for employment. Further, the Municipality agrees to indemnify and hold harmless KMS, its owners, agents, and assigns, as well as those of its trusted business partners, from any and all liability which may result from the provision of the services agreed to.

KMS agrees to hold in confidence any and all information and materials provided, obtained, or gathered as the result of this portion of the engagement and will not release it to anyone except the Municipality or those to whom the Municipality otherwise direct, unless compelled to do so by legal process or force of law.

Additional Services

KMS can also assist with negotiating terms and conditions for employment for the selected candidate. We can also assist the Municipality's Solicitor in the preparation of appropriate employment documents, such as an employment agreement.

Please note that while we believe that we will quickly be able to identify qualified and well-qualified candidates, we cannot guarantee that the Municipality will be in a position to appoint a Township Manager on any particular timeline because there are too many variables beyond our control.

Compensation

Our fee for the engagement is \$12,000. The fee includes the costs of advertising the position through the Pennsylvania Municipal League, Pennsylvania State Association of Townships, Pennsylvania State Association of Boroughs, and also includes background investigation services. Our fee includes all out-of-pocket expenses, unless extraordinary expenses occur. Any extraordinary expenses will be pre-approved by the Municipality before incurred. Our engagement requires payment of 50% of the total fee at the start of the engagement, and the remaining 50% of the fee will be due and payable following the selection of a candidate or 90 days following commencement of recruitment efforts, whichever occurs first. For purposes of this Agreement, a recruitment effort shall be deemed to have commenced on the date in which advertisement for the position is first published. Irrespective of the above reference to 90 days, the Municipality will not be charged any additional fees for the agreed upon scope if the individual recruitment efforts extend beyond 90 days following commencement, assuming that no undue delay is caused by the actions of the Municipality. The Municipality agrees to pay our statements for services and expenses within 30 days of receipt. If our statements are not paid when due, you agree that we may immediately terminate this Agreement.

Miscellaneous

The Municipality and KMS shall, at all times, be independent parties. Neither party is an employee, joint venturer, franchisee, agent, or partner of the other. Additionally, neither party is authorized to assume or create any obligations or liabilities, express or implied, on behalf of or in the name of the other. Neither KMS nor any of its employees shall be entitled to participate in any plans, arrangements or distributions made or administered by the Municipality pertaining to or in connection with any employee benefits, including without limitation, health, dental, life or disability insurance, pension, 401(k), vacation, workers' compensation, unemployment compensation, or any other benefits that are afforded by the Municipality to the Municipality's employees.

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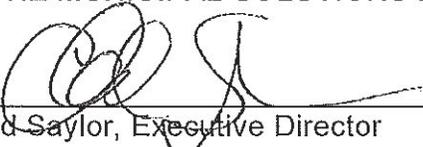
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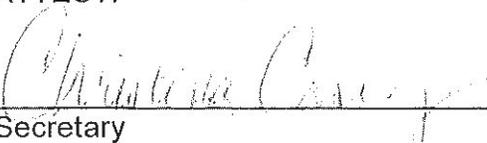
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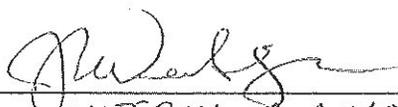
KEYSTONE MUNICIPAL SOLUTIONS LLC

By: 
Chad Saylor, Executive Director

ATTEST:


Secretary

WEST VINCENT TOWNSHIP

By: 
INTERIM MANAGER

APPENDIX A

Scope of Services - Recruitment Services

- Review the position's existing job description and communicate any recommended changes. In the event that a job description does not exist, we will provide a recommended job description for the Municipality's review and approval. To the extent that the position is governed by ordinance or the Municipality's charter, we will also review those documents to ensure consistency between these governing documents and the respective job description.
- Draft the job announcement/advertisement and publish such on KMS' website and provide a copy to be published on the Municipality's website. Included in the cost of the proposal is the advertisement of the position through the Pennsylvania Municipal League, Pennsylvania State Association of Townships, Pennsylvania State Association of Boroughs and associated job boards.
- Implement a comprehensive "word of mouth" advertising effort utilizing the individual and collective professional networks of the KMS team. This effort will also include conducting searches on appropriate job boards and social media sites to identify prospective candidates.
- Collect and analyze letters of interest and résumés received and provide regular status updates to the Municipality.
- Perform a general online and social media search to screen the most qualified and/or well qualified candidates for potential concerns and issues in advance of first-round telephone interviews.
- Conduct first-round telephone interviews with the most qualified and/or well qualified candidates.
- Following the first-round telephone interviews and general screening, create a short list of candidates for the Municipality to interview. If desired, KMS will schedule and participate in the interview process with the Municipality and can generate interview questions for use.
- Once a candidate is selected, conduct an appropriate background check and assist with the negotiation of terms and conditions of employment with the selected candidate. To the extent that the Municipality would prefer that a third-party provider conduct the background check, the Municipality would be responsible for the costs payable to the third-party provider. We can also assist the Solicitor in the preparation of appropriate employment documents, such as an employment agreement, as may be applicable.

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Manager Recruitment

Honesdale Borough, Wayne County
Interim Manager
Interim Public Works Director

Perry County
Strategic Management Planning

Upper Providence Township, Delaware County
Interim Manager
Manager Recruitment

Steelton Borough, Dauphin County
Interim Manager

East Cocalico Township, Lancaster County
Manager Recruitment

Monaghan Township, York County
Interim Secretary-Treasurer

Macungie Borough, Lehigh County
Interim Manager
Manager Recruitment

City of Reading, Berks County
HR Director Recruitment

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Email: info@keystonemunicipalsolutions.com

LinkedIn: [linkedin.com/company/keystone-municipal-solutions](https://www.linkedin.com/company/keystone-municipal-solutions)

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Our Services

From recruitment and training to strategic planning services and beyond, KMS can help. Our areas of expertise include:

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- Recruitment & Talent Acquisition
- Manager Training & Professional Development
- HR & Workforce Solutions
- Internal Investigations
- Budget Consulting & Financial Projections
- Police Consulting
- Regionalization & Shared Services Consulting
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- Strategic Planning



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Leadership Recruitment Services

For:

West Vincent Township Treasurer

Submitted to:

West Vincent Township
Attn: Dave Onorato, Solicitor
729 St. Matthews Road
Chester Springs, PA 19245
donorato@hoflawgroup.com

Date:

October 4, 2024



Keystone Municipal Solutions

LEADERSHIP RECRUITMENT PROCESS

1

GETTING STARTED

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- **Review and Finalize Job Description**
 - Ensure alignment with organizational needs.
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PRELIMINARY CANDIDATE SCREENING

- **Knowledge, Skills, and Abilities (KSA)**
 - Develop required and preferred KSAs.
- **Recruiting Tracking Sheet**
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We will begin the recruitment process by collaborating with the Municipality to review the position's existing job description and/or develop an updated job description. As part of that process, we will also review the respective ordinance governing the position of Township Treasurer for which recruitment services are being provided. Next, our team will implement a targeted outreach strategy. The announcement will be shared on our website and on various other web-based job boards. Importantly, we will utilize our contacts at various municipal organizations to advertise the job posting and engage our vast network of municipal officials to announce the vacancy. Accessing our strong, Commonwealth-wide network of municipal officials and partners through "word of mouth" advertising is critical to a successful recruitment effort. In addition, we will also conduct appropriate job board and social media searches to identify candidates.

The search will seek to engage local candidates. Thus, the job announcement will be posted on the Municipality's website. Allowing for local participation is a critical part of the outreach strategy; however, the reach of the recruitment effort will be broad in order to identify a quality pool of candidates.

Next, KMS will collect and analyze the resumes and letters of interests received. Our team will be responsible for communicating with candidates during this stage of the recruitment process. In addition, our team will maintain a recruiting tracking sheet and provide regular status updates. A list of the most qualified and/or well qualified candidates will then be screened via a first round of telephone interviews by our team. We will also conduct a general online and social media search to screen candidates for potential issues. Based on the telephone interviews and general screening, we will create a short list of candidates for the Municipality to interview. KMS will assist with scheduling the next round of interviews and will

participate in the interview process with the Municipality, if desired. We will collaborate with the Municipality to generate interview questions for use by the Municipality's governing Board.

Background Investigation Services

Once a candidate is selected, KMS will assist the Municipality in conducting an appropriate background check. Service includes, but is not limited to criminal records checks, drivers check, review of credit check data, and review of court records at the magisterial district court, common pleas court, federal court, and federal bankruptcy court levels. Interviews with listed references (and if requested by the Municipality the development of other references), interviews with previous employers, review of applicable records and documents (military records, education verification, etc.) review of social media sources for adverse information, and review of open-source materials.

This will be done in compliance with the provisions of the FCRA with regard to background investigations for employment and we will consult with the Municipality's labor and employment counsel if/as needed to ensure adherence to applicable law.

The candidate will be required to provide waivers of liability and consent forms provided by KMS prior to commencement of services. The Municipality will be required to provide proof that a conditional offer of employment was made to applicant prior to the commencement of services.

KMS may, at its sole discretion, utilize the services of trusted business associates to carry out all or part of this assignment.

KMS always acts diligently in carrying out assignments in a timely manner. However, there are factors beyond our control which determine the length of time it takes to properly complete such an assignment. This includes reliance on government agencies, prior employers, listed references, and others for timely response to inquiries made and requests for records, documents, or interviews. In addition, as information is developed during the investigation it may require further, in-depth or detailed follow up which can extend the length of the process.

The Municipality agrees to provide access to the Municipality's Solicitor and/or Labor/Employment Attorney or other competent counsel as deemed necessary by KMS for legal advice regarding the services provided for the duration of the matter.

The Municipality agrees that all direction and instructions provided to KMS and/or its trusted business associates will be legal, lawful, and ethical. Nothing derived from the services KMS and/or its trusted business associates will be used for any purpose which would constitute harassment, stalking, identify theft, access device fraud, invasion of privacy, or any other criminal activity. The Municipality understands that KMS makes no promise explicit or implied as to the outcome of any matter for which services are provided and makes no recommendation on the suitability of the candidate for employment. Further, the Municipality agrees to indemnify and hold harmless KMS, its owners, agents, and assigns, as well as those of its trusted business partners, from any and all liability which may result from the provision of the services agreed to.

KMS agrees to hold in confidence any and all information and materials provided, obtained, or gathered as the result of this portion of the engagement and will not release it to anyone except the Municipality or those to whom the Municipality otherwise direct, unless compelled to do so by legal process or force of law.

Additional Services

KMS can also assist with negotiating terms and conditions for employment for the selected candidate. We can also assist the Municipality's Solicitor in the preparation of appropriate employment documents, such as an employment agreement.

Please note that while we believe that we will quickly be able to identify qualified and well-qualified candidates, we cannot guarantee that the Municipality will be in a position to appoint a Township Treasurer on any particular timeline because there are too many variables beyond our control.

Compensation

Our fee for the engagement is \$10,000. The fee includes the costs of advertising the position through the Pennsylvania Municipal League, Pennsylvania State Association of Townships, Pennsylvania State Association of Boroughs, and also includes background investigation services. Our fee includes all out-of-pocket expenses, unless extraordinary expenses occur. Any extraordinary expenses will be pre-approved by the Municipality before incurred. Our engagement requires payment of 50% of the total fee at the start of the engagement, and the remaining 50% of the fee will be due and payable following the selection of a candidate or 90 days following commencement of recruitment efforts, whichever occurs first. For purposes of this Agreement, a recruitment effort shall be deemed to have commenced on the date in which advertisement for the position is first published. Irrespective of the above reference to 90 days, the Municipality will not be charged any additional fees for the agreed upon scope if the individual recruitment efforts extend beyond 90 days following commencement, assuming that no undue delay is caused by the actions of the Municipality. The Municipality agrees to pay our statements for services and expenses within 30 days of receipt. If our statements are not paid when due, you agree that we may immediately terminate this Agreement.

Miscellaneous

The Municipality and KMS shall, at all times, be independent parties. Neither party is an employee, joint venturer, franchisee, agent, or partner of the other. Additionally, neither party is authorized to assume or create any obligations or liabilities, express or implied, on behalf of or in the name of the other. Neither KMS nor any of its employees shall be entitled to participate in any plans, arrangements or distributions made or administered by the Municipality pertaining to or in connection with any employee benefits, including without limitation, health, dental, life or disability insurance, pension, 401(k), vacation, workers' compensation, unemployment compensation, or any other benefits that are afforded by the Municipality to the Municipality's employees.

The Municipality acknowledges that KMS, and its independent contractors and employees, may perform work or services for a fee for entities other than the Municipality during this engagement.

This Agreement can be terminated by either party with 5 days written notice. Upon termination of this Agreement, KMS shall have no further obligation under this Agreement. The Municipality's obligation will be to pay KMS any amount due for services rendered prior to the termination date (pro-rated) and to comply with the post-engagement obligations listed below. In the event of a termination, KMS shall provide the Municipality with a written summary of the status of any open items that KMS was working on, including an action plan for completion.

The Municipality recognizes the significant time and effort that KMS has invested in developing its services and its professional team. Accordingly, the Municipality shall not, directly or indirectly, engage, hire, employ, or permit any KMS employee or independent contractor to render services for, be employed by, represent or have any other affiliation with the Municipality for a period of three (3) years from the date

of this Agreement without the written consent of KMS. Outside of this Agreement or any other formal engagement with KMS, no KMS employee or independent contractor shall directly or indirectly provide services to the Municipality for a period of three (3) years without the written consent of KMS. In the event that the Municipality engages, employs, receives services from or otherwise hires any KMS employee or independent contractor directly or indirectly, the Municipality shall pay to KMS an amount equivalent to 20% of the annual salary to be paid to such individual by the Municipality or three (3) times the amount paid pursuant to this Agreement, whichever is greater.

During and after this Agreement, neither party shall directly or indirectly engage in any activities or make any statements that may disparage or reflect negatively on the other or any of its elected or appointed officials, directors, officers, owners, managers, agents, or employees.

Notwithstanding that KMS is a subsidiary of the law firm of McNees Wallace & Nurick LLC ("McNees"), by engaging KMS, the Municipality understands and agrees that it is not entering into or establishing an attorney-client relationship with McNees and it is not a client of McNees. As such, and because the services KMS will be providing to the Municipality are not legal services, the protections of the attorney-client relationship under the Pennsylvania Rules of Professional Conduct or applicable Pennsylvania law including such aspects as the attorney-client privilege or the rules regarding conflicts of interest, do not apply with respect to the provision of KMS's services.

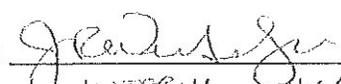
If any term, condition, or provision of this Agreement shall be found by any court of competent jurisdiction to be unenforceable, in whole or in part, the rest and remainder of this agreement shall be and remain enforceable to the fullest extent allowed by law as if such unenforceable provision had never been contained herein. This agreement shall be construed and interpreted in accordance with, and controlled by, the laws of the Commonwealth of Pennsylvania without regard to any conflict of law provisions. The parties agree that the exclusive jurisdiction and venue for resolution of any and all disputes between the parties arising directly or indirectly hereunder shall lie in the Dauphin County Court of Common Pleas and/or the United States District Court for the Middle District of Pennsylvania.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties have duly executed this Agreement as of the date first written above.

KEYSTONE MUNICIPAL SOLUTIONS LLC

By: 
Chad Saylor, Executive Director

WEST VINCENT TOWNSHIP

By: 
INTERIM MANAGER

ATTEST:


Secretary

APPENDIX A

Scope of Services - Recruitment Services

- Review the position's existing job description and communicate any recommended changes. In the event that a job description does not exist, we will provide a recommended job description for the Municipality's review and approval. To the extent that the position is governed by ordinance or the Municipality's charter, we will also review those documents to ensure consistency between these governing documents and the respective job description.
- Draft the job announcement/advertisement and publish such on KMS' website and provide a copy to be published on the Municipality's website. Included in the cost of the proposal is the advertisement of the position through the Pennsylvania Municipal League, Pennsylvania State Association of Townships, Pennsylvania State Association of Boroughs and associated job boards.
- Implement a comprehensive "word of mouth" advertising effort utilizing the individual and collective professional networks of the KMS team. This effort will also include conducting searches on appropriate job boards and social media sites to identify prospective candidates.
- Collect and analyze letters of interest and résumés received and provide regular status updates to the Municipality.
- Perform a general online and social media search to screen the most qualified and/or well qualified candidates for potential concerns and issues in advance of first-round telephone interviews.
- Conduct first-round telephone interviews with the most qualified and/or well-qualified candidates.
- Following the first-round telephone interviews and general screening, create a short list of candidates for the Municipality to interview. If desired, KMS will schedule and participate in the interview process with the Municipality and can generate interview questions for use.
- Once a candidate is selected, conduct an appropriate background check and assist with the negotiation of terms and conditions of employment with the selected candidate. To the extent that the Municipality would prefer that a third-party provider conduct the background check, the Municipality would be responsible for the costs payable to the third-party provider. We can also assist the Solicitor in the preparation of appropriate employment documents, such as an employment agreement, as may be applicable.

Some Recent KMS Clients

Mt. Joy Township, Lancaster County
Manager Recruitment

Lansdowne Borough, Delaware County
Manager Recruitment

Perry County
Strategic Management Planning

Honesdale Borough, Wayne County
Interim Manager
Interim Public Works Director

Upper Providence Township, Delaware County
Interim Manager
Manager Recruitment

Steelton Borough, Dauphin County
Interim Manager

East Cocalico Township, Lancaster County
Manager Recruitment

Monaghan Township, York County
Interim Secretary-Treasurer

Macungie Borough, Lehigh County
Interim Manager
Manager Recruitment

You have **challenges.** We have **solutions.**



About Us

Keystone Municipal Solutions (KMS) offers dynamic services customized to fit the needs of local and county governments. Our statewide roster of professionals includes former municipal managers and elected officials, as well as experienced consultants in municipal finance, workforce recruitment and training, public works, public safety and other essential government services.

Our team builds customized solutions to help local and county governments succeed so their communities can thrive. We go beyond budget spreadsheets. We work to understand your policies, procedures and structure to identify opportunities for improved efficiencies and enhanced public services.

At KMS, our mission is to help local governments work better and smarter for the people they serve.

LEARN WHAT WE CAN DO FOR YOU!

Call: 717-237-5285

Email: info@keystonemunicipalsolutions.com

LinkedIn: [linkedin.com/company/keystone-municipal-solutions](https://www.linkedin.com/company/keystone-municipal-solutions)

www.KeystoneMunicipalSolutions.com

Our Services

From recruitment and training to strategic planning services and beyond, KMS can help. Our areas of expertise include:

- Interim/Temporary Manager Services
- Recruitment & Talent Acquisition
- Manager Training & Professional Development
- HR & Workforce Solutions
- Internal Investigations
- Budget Consulting & Financial Projections
- Police Consulting
- Regionalization & Shared Services Consulting
- Innovation of Service Delivery
- Strategic Planning



KEYSTONE
Municipal Solutions

Practical Solutions Achieved

Wendelgass

- August Invoice

- Sept Invoice

- unsigned agreement

(Tracking down contract)

3764

WEST VINGENT TOWNSHIP

James R. Wendelgass
401.110 · MANAGER SALARY

9/18/2024

INV Period 7/30/24 - 8/31/24

7,905.00

VICTORY - GF - 1009 INV Period 7/30/24 - 8/31/24

7,905.00

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5581084 / 03-16

 60405827001



James R. Wendelgass

2495 Malehorn Road
Chester Springs, PA 19425
610-458-0174
tshajisibe@aol.com

Invoice for the Period from July 30th through August 31st:

Tuesday, July 30 th :	4.5 hours
• Meet with Supervisor Alan and Township Manager	
Wednesday, July 31 st :	2.0 hours
• Meet with Board of Supervisors	
Friday, August 2 nd :	0.3 hours
• Call with Supervisor Alan re Treasurer position	
Monday August 5 th :	1.7 hours
• Call with Township Solicitor	
• Review and respond t emails	
• Attend Executive Session and Board of Supervisors meeting	
Tuesday, August 6 th :	1.0 hours
• Review and respond to emails	
• Call with Township Manager re potential bookkeepers	
Wednesday, August 7 th :	1.4 hours
• Calls with Township Manager re passwords, payroll	
• Call with Supervisor Alan	
Friday, August 9 th :	2.0 hours
• Meet with Township Manager	
Monday, August 12 th :	5.3 hours
• With Help Now re access to emails, Quickbooks	
• Review and respond to emails	
• Call with Payroll Company re payroll	
• With Chief Swininger re various issues	
• Review Act 72 security	
• With Kathy re ACA reporting	
• Work on calendar for the month of August	
• Draft Treasurer position description	
Tuesday, August 13 th :	3.0 hours
• Review and respond to emails	

- With Kathy re agenda, upcoming meeting
- Call with Supervisor Alan
- Review reports in Quickbooks
- With Kathy re Conditional Use hearing
- With Ruth re funding of 457 Plan
- Work on financial reports

Wednesday, August 14th:

8.0 hours

- With Kathy re escrows
- Draft position description for Township Manager
- Review MMO materials and start MMO calculation; collect data
- Research re bridge inspectors
- Review and respond to emails
- Review web site re grant program for bridge rehabilitation
- Meet with Supervisor Shick
- Calls with Bowman Engineering re grant program; solicit proposed work to apply for grant for Board review and approval
- With Kathy re additions to agenda
- Use Quickbooks to prepare financial reports; with Kathy re bills list

Thursday, August 15th:

7.0 hours

- With resident regarding cell tower, Right-to-Know Request
- With Kathy re financial reports
- Draft weekly report
- Meet with Chief Swinger
- Call with Township Solicitor re outstanding matters
- Call with George Martin re conditional use hearing
- Call with Donna Delany regarding Hanna open space
- Call with Chris Herr of Maillie regarding audit
- Emails with Comcast; download and review draft agreement
- With Township Engineer re Buttonwood Bridge, other projects
- Review complaint by resident over stormwater issues

Friday, August 16th:

7.0 hours

- With Chris Herr re Act 205 Report; find report and transmit
- Draft financial reports
- Finalize weekly report
- Prepare draft posting for Treasurer position

Monday August 19th:

10.8 hours

- Prepare for and attend Executive Session and Board of Supervisors meeting
- Review and approve all invoices on bills list
- With Victory Bank re account access
- Deal with issues regarding 29 St. Andrews Lane

- Review and respond to emails
- Review materials regarding health insurance costs

Tuesday, August 20th: 6.5 hours

- With resident regarding lot line change
- Meet with M. Hogga re outstanding road and bridge issues
- Contact search firm re moving ahead on Manager swearch
- Contact Bowman re Board approval of grant proposal
- Meeting with representative of Victory Bank
- Prepare budget template

Wednesday, August 21st: 8.0 hours

- Obtain access to bank accounts, fund payroll
- Work on budget template, obtain report on 2023 actual expenses, search for 2024 budget detail, work on 2025 budget

Thursday, August 22nd: 2.5 hours

- With Supervisor Alan
- Meet with Chief Swinger re planning, personnel
- Review and respond to emails
- Correct email issues with Help Now's assistance

Friday, August 23rd: 7.0 hours

- Work on 2025 budget
- Draft weekly report
- Compile and send documents to George Martin
- With staff, Chief re 29 St. Andrews Lane
- Review and respond to emails

Monday, August 26th: 7.1 hours

- With Bill Dietrich re Park & Recreation
- Call with Supervisor Couris re Hanna open space
- With Chris Seaman re letters of support for grant proposal
- Draft and send letters to state representatives re grant proposal
- Email payroll numbers to payroll company; review draft payroll
- Contact with Nationwide re access to 457 Plan
- Identify 457 participants needing notice for plan sponsor change
- Work with Board and staff to revise position descriptions and post them
- Identify budget numbers for 2023 actual and 2024 budget and begin inputting to grid
- Deal with issues raised after hours regarding 29 St. Andrews Lane

Tuesday, August 27th: 4.5 hours

- Review information, letters on earth disturbance permits
- With Tracy regarding zoning issues

- With Township Engineer re Buttonwood development access
- Prepare for Opalanie Park meeting
- Review and respond to emails

Wednesday, August 28th: 6.6 hours

- With Chief Swininger re various issues
- Call with Karl Brachwitz
- With Kathy re ag security application
- Work on budget

Thursday, August 29th: 5.5 hours

- Work on 2025 budget
- Draft weekly report
- Call with Manager of West Pikeland Township re police issues
- Deposit over \$80,000 in checks to various accounts at Victory Bank

Friday, August 30th: 7.3 hours

- With Supervisor Alan
- With Mike Hogga re road issues
- Review Norm's letter to Reichert
- Contact DVIT re various insurance issues
- Finalize weekly report
- Input budget numbers

Total: 105.4 hours

Rate: \$75/hour

Total: \$7,905.00

WEST VINCENT TOWNSHIP

James R. Wendelgass

401.110 · MANAGER SALARY

11/6/2024

3883

9,120.00

VICTORY - GF - 1009 Interim Manager Services

9,120.00

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581064 / 03-16

 60405827001



James R. Wendelgass

2495 Malehorn Road
Chester Springs, PA 19425
610-458-0174
tshajisibe@aol.com

Invoice for the Period from September 1st through September 30th:

Summary of activities:

- Review and respond to emails
- Prepare for Board of Supervisor meetings; review and revise draft agendas
- Prepare financial reports for Board of Supervisor meetings
- Draft 2025 budget; prepare Chart of Accounts and input 2023 actual, 8 months year to date and 2024 budget
- Attend meeting with engineer and consultant regarding Opalanie Park
- Work with Kathy to learn Quickbooks
- Prepare for and attend executive sessions
- Work with engineer for grant proposal for Buttonwood Bridge replacement
- Meet with representatives of Litter Lifters
- Submit payrolls on bi-weekly basis; review and approve draft payrolls; fund payroll account
- Meetings with the Chief and with the Roadmaster regarding various issues including the 2025 budget
- With John Heathcote and Kathy re escrow
- Meetings and telephone calls with members of the Board of Supervisors
- Calls with fire chiefs regarding County closure of Bertolet School bridge
- Meet with Kathy regarding her retirement
- Work with auditor regarding 2022 audit; review draft audit
- Meetings with residents on various issues
- Communications with Township Solicitor and Engineer on a wide variety of issues
- Obtain access to Nationwide 457/401a accounts; work with old and new provider; identify non-employee participants and mail blackout notices
- Prepare 2025 MMO
- Contacts with non-resident regarding motorcycle accident
- Draft motions for Board of Supervisor meetings
- Contacts with recruitment companies regarding replacement candidates for Treasurer and Manager positions
- Contacts with Uwchlan Ambulance regarding attendance at Board meeting, information needed for meeting, review statistics
- Review draft Special Event Ordinance
- Confer with Tracey Franey regarding various zoning issues

- Reset Quickbooks passwords, write checks
- Attend meeting with Upper Uwchlan and West Pikeland Township representatives
- Prepare for Conditional Use hearings
- Research regarding ARPA funding and expenditures
- Calls with members of Zoning Hearing Board
- Prepare for and meet with Comcast regarding franchise agreement
- Identify various grant opportunities
- Communicate with architect regarding renovations to existing Township building
- Communicate with residents regarding several open space preservation matters
- Do accounting in Quickbooks for deposits
- With Kathy regarding escrows
- Prepare census information for new vendor for the 457/401a plans
- Do analysis of medical costs

Total Hours: 121.60

Rate: \$75/hr.

Total: \$9,120.00

James R. Wendelgass
2495 Malehorn Road
Chester Springs, PA 19425
484-501-1063
tshajiaibe@aol.com

Via Email to Dana Alan at dalan@westvincenttp.org

Dana Alan, Supervisor
West Vincent Township
729 St. Matthews Road
Chester Springs, PA 19425

Re: Interim Manager Position for West Vincent Township

Dear Dana:

Thanks for calling me. I appreciate being considered by West Vincent Township to function as its interim Township Manager on a short-term basis. I propose that this work be done under the following parameters.

I would work for the Township during that period as an independent contractor consultant providing Township Manager services as requested by the West Vincent Township Board of Supervisors on an hourly basis. It is my understanding that I would also function as the Treasurer during that period. I would report to the Board of Supervisors, which would also be responsible for determining the scope of my duties.

The amount of time which I would work for the Township would be determined upon mutual agreement between myself and the Board of Supervisors or its designee. I understand that the needs may only require my assistance on a part-time basis, which is acceptable to me, but I will make myself available for as much as 40 hours a week. It is understood that at least some of the work may be done other than at the Township but that I would endeavor to provide at least 20 hours per week at the Township building.

The Township shall compensate me at the rate of \$75.00 per hour. I would bill the Township periodically and the invoice would include details of the work done, the date it was done and the hours spent. The Township will consider payment of the invoice at its next scheduled meeting at which bills are considered for approval. To the extent that I incur expenses in order to perform the work, they will be reimbursed by the Township. Such expenses shall not include the cost of commuting to the Township building.

The relationship of myself to the Township is that of an independent contractor and nothing herein shall be construed as creating any other relationship, including but not limited to an

employer-employee relationship. As such, I agree to comply with all laws and assume all risks incident to its status as an independent contractor.

Should either the Township or I wish to terminate this arrangement for any reason, they may do so by providing written notice to the other party, which may be transmitted by electronic means.

Please let me know if this is acceptable to the Township or if you have any suggestions or questions.

Very truly yours,

Jim Wendelgass

Accepted this ___th day of _____, 2024

By: _____
West Vincent Township

Township Budget
Changes
(on website)

Changes to Draft Budget

<u>Line-Item</u>	<u>Change</u>	<u>Rationale</u>
Income:		
01.342.00 RENTS & ROYALTIES- OTHER	\$5,000 to \$23,000	Now includes \$18,000 from cell tower rent
Expenditures:		
01.409.366 ALARM SECURITY COMPANY	\$7500 to \$12,000	Now includes upgrades to system
01.461.248 ENVIRONMENTAL ADVISORY COUNCIL	\$500 to \$2,000	Reflects EAC's request
01.465.248 HISTORIC COMMISSION	\$1,000 TO \$500	Reflects expected expenses
01.465.250 LITTER LIFTERS	\$700 TO \$500	Reflects expected expenses
01.407.310 PROFESSIONAL SERVICES	\$5,000 to \$20,000	Reflects expected expenses
01.407.384 RENTAL OF EQUIPMENT/SOFTWARE	\$0 TO \$3,600	Cost of Microsoft 365
01.407.750 MINOR CAPITAL EQUIPMENT	\$4,000 to \$7,600	Now includes 2 new police laptops
01.408.000 ENGINEERING SERVICES	\$200,000 to \$220,000	Reflects expected expenses
01.406.210 OFFICE SUPPLIES	\$10,000 to \$18,000	Reflects expected expenses
01.412.000 AMBULANCE/RESCUE	\$0 to \$5,000	
01.411.000 FIRE COMPANY CONTRIBUTION	\$0 TO \$100,000	
01.414.120 ZHB SALARIES	\$2,500 to \$5,000	Reflects more hearings

01.414.318 OPEN SPACE COMMITTEE	\$500 to \$0	Reflects expected expenses
01.430.260 SMALL TOOLS & MINOR EQUIPMENT	\$3,500 TO \$12,000	Reflects expected expenses
TREASURER	\$49,700 TO \$88,400	Reflects change from part-time to full-time
01.487.000 HEALTHCARE	\$0 TO \$18,000	Need to fund Health Equity Accounts
Changes to Fund Budgets:		
Capital Reserve	\$0 to \$1,000,000	For building renovations